

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a Delaware corporation,)	Case No. 16-cv-1054 (WMW/DTS)
)	
)	
Plaintiff,)	
)	
v.)	
)	
FEDERAL INSURANCE COMPANY, an Indiana corporation, and ACE AMERICAN INSURANCE COMPANY, a Pennsylvania corporation.)	
)	
)	
Defendants.)	

JOINT MOTION REGARDING CONTINUED SEALING

Documents have been filed under temporary seal in connection with Defendants' Objection to the Court's June 4, 2019 Order, Dkt. Nos. 315, 316, 317, 317-1, 317-2, 317-3, 320, 324, and 327. Pursuant to Local Rule 5.6, the parties submit this Joint Motion Regarding Continued Sealing.

DKT. NO.	DKT. NO. OF REDACTED VERSION (IF FILED)	DESCRIPTION OF DOCUMENT	MARK "X" IN APPLICABLE COLUMN			NONPARTY THAT DESIGNATED DOC. CONFIDENTIAL (IF ANY)	REASON WHY DOCUMENT SHOULD REMAIN SEALED OR BE UNSEALED
			Parties Agree Doc. Should Remain Sealed	Parties Agree Doc. Should Be Unsealed	Parties Disagree		
315		Defendants' Objection to the Court's June 4 Order (Document Filed in Error/Duplicate Refiled at Dkt. No. 316)	X			N/A	This document should remain sealed. This motion was filed under seal to protect the Parties' commercially confidential information. This commercially confidential information includes the terms of the Software License Agreement that is the subject of this dispute. The license agreement was designated as Confidential and Attorneys' Eyes Only by Plaintiff under the Protective Order. This motion also contains excerpts and quotations from documents and depositions that the parties have designated Confidential, Attorneys' Eyes Only under the Protective Order because they contain the Parties' confidential business information.
316		Defendants' Objection to the Court's June 4	X			N/A	This document should remain sealed. This motion was filed under seal to protect the

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		Order					Parties' commercially confidential information. This commercially confidential information includes the terms of the Software License Agreement that is the subject of this dispute. The license agreement was designated as Confidential and Attorneys' Eyes Only by Plaintiff under the Protective Order. This motion also contains excerpts and quotations from documents and depositions that the parties have designated Confidential, Attorneys' Eyes Only under the Protective Order because they contain the Parties' confidential business information.
317		Declaration of Christopher D. Pham in Support of Defendant's Objection to the		X		N/A	

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		Court's June 4, 2019 Order					
317-1		Exhibits 1 – 2 to the Declaration of Christopher D. Pham in Support of Defendant's Objection to the Court's June 4, 2019 Order	X			N/A	This document should remain sealed. This document was filed under seal to protect the Parties' commercially confidential information. This document contains communications and descriptions of privileged documents, which have been marked Confidential, Attorneys' Eyes Only under the Protective Order because they contain the Parties' confidential and privileged business information.
317-2		Exhibits 3 – 10 to the Declaration of Christopher D. Pham in Support of Defendant's Objection to the Court's June 4, 2019 Order	X			N/A	This document should remain sealed. This document was filed under seal to protect the Parties' commercially confidential information. This document contains communications discussing the terms of the Software License Agreement that is the subject of this dispute. The

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							License Agreement was designated confidential under the Protective Order. The communications were also designated Confidential and Confidential, Attorneys' Eyes Only under the Protective Order because they contain the parties' confidential business information.
317-3		Exhibits 11 – 19 to the Declaration of Christopher D. Pham in Support of Defendant's Objection to the Court's June 4, 2019 Order	X*			N/A	<p>*The Parties agree that Exhibit 14 as part of this document should remain sealed. Exhibit 14 contains Defendants' commercially confidential business information. Defendants have designated this information Confidential or Confidential, Attorneys' Eyes Only under the Protective Order because it contains the Defendants' confidential business information.</p> <p>*The Parties agree that Exhibits 11-13 and 15-19 as</p>

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							part of this document may be unsealed.
320		Plaintiff's First Amended Privilege Log	X				The document contains FICO's privilege log. Disclosure of this document to the public identifies FICO's confidential communications related to negotiating contracts, enforcing its contracts, pricing, and other related topics. This commercial information has been designated Confidential, Attorneys' Eyes Only under a protective order issued in this case (Dkt. No. 44) and should remain sealed.
324	325	Plaintiff Fair Isaac Corporation's Opposition to Objection to Order Granting-in-Part Plaintiff's Motion to Compel	X				This document should remain sealed. The non-confidential portions of this document are available in Dkt. No. 325. This document was filed under seal to protect the confidential portions of the document that include the Parties' commercially confidential information. This

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							commercially confidential information includes the terms of the Software License Agreement that is the subject of this dispute. The license agreement was designated as Confidential and Attorneys' Eyes Only by Plaintiff under the Protective Order. This document also contains excerpts and quotations from documents and depositions that the parties have designated Confidential, Attorneys' Eyes Only under the Protective Order because they contain the Parties' confidential business information.
327		Exhibits 5 and 6 in Support of FICO's Opposition to Objection to Order Granting-in-Part Plaintiff's	X				This document should remain sealed to protect the Parties' confidential information. This document includes Federal's interpretation of the Licensing Agreement and deposition transcripts which relate to FICO's interpretation of the

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		Motion to Compel					contract and internal communications. The Parties have designated Confidential, Attorneys' Eyes Only under the Protective Order because they contain the Parties' confidential business information, disclosure of which would be detrimental to either Party's business interests.

Dated: July 23, 2019

/s/ Joseph Dubis

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